

City of Newport, Kentucky

Request for Qualifications

Carothers Road Streetscape Improvements

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REQUEST FOR QUALIFICATIONS

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SECTION I.

INVITATION AND INSTRUCTION TO INTERESTED DESIGN FIRMS

1.0 Invitation: THE CITY OF NEWPORT, KENTUCKY is now accepting Statements of Qualifications for engineering services related to the Carothers Road Profile Improvements. Statements of Qualifications submitted for evaluation by interested firms shall be evaluated according to the following criteria: a) Qualifications; b) Ability of professional personnel; c) Past record and experience; d) Performance data on file; e) Willingness to meet time and budget requirements; and 0 Workload. Bids for the cost of the proposed project shall not be a factor in the evaluation of firms until negotiations are begun in accordance with KRS 45A.750.

Sealed SOQs will be received at the office of the City of Newport, Kentucky until **4:00 pm Friday August 26, 2016**

SOQs received after the **4:00pm deadline on August 26, 2016**, will be unopened.

Consultant Questions and Inquiries: Interested firms questions and inquiries on the specifications of this SOQ shall be directed to:

Mr. Greg Tulley, AICP
998 Monmouth Street
Newport, KY 41071
859-292-3637 (office)
859-292-3669 (fax)

Any information provided is not official unless reduced to writing by the City of Newport, Kentucky. Any unauthorized contact with any other city official or employee in connection with this Request for Qualifications (RFQ) is prohibited and shall be cause for disqualification of the Consultant. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Qualifications (RFQ). Interested firms are invited to submit SOQs in accordance with the requirements of this RFQ. Please read the entire package before bidding. Interested firms shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFQ. The consultant must respond in total and in the same numerical order in which the SOQ was issued. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this SOQ text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. **All** SOQs shall be returned in a sealed envelope with SOQ number• and opening date stated on the outside of the envelope.

By submitting an SOQ, the consultant acknowledges and agrees to be bound by the terms and conditions of the solicitation. This SOQ document including all terms, conditions and specifications contained herein shall become the basis of contract upon award by the City of Newport, Kentucky, It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department.

- 1.1 Proposal Opening: Sealed SOQs will be accepted in accordance with the instructions detailed in Section 1.0. The opening is open to the public. The Consultant shall file all documents necessary to support its proposal and include them with its proposal. Interested firms shall be responsible for the actual delivery of SOQs during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of SOQs.

SECTION II

GENERAL PROVISIONS

2.1 Each Statement of Qualification shall comply with all Federal, State & Local regulations concerning architectural/engineering design services.

The Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *etseq.*, as amended, and KRS Chapter 338. The Consultant also agrees to notify the City of Newport, Kentucky in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Submitting firm agrees to indemnify, defend and hold City of Newport, Kentucky harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.2 Failure to submit ALL forms and information required in this SOQ may be grounds for disqualification.

2.3 Liability: City of Newport, Kentucky is not responsible for any cost incurred in the preparation of SOQs.

2.4 Bribery Clause: By his/her signature on the bid, the Consultant certifies that no employee of his/hers, any affiliate or Subconsultant, has bribed or attempted to bribe an officer or employee of the City of Newport, Kentucky.

2.5 Ambiguity, Conflict or other Errors in the RFQ: If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify City of Newport, Kentucky of such error in writing and request modification or clarification of the document.

2.6 Cancellation: If the services to be performed hereunder by the consultant are not performed in an acceptable manner to the City of Newport, Kentucky, the City of Newport, Kentucky may cancel this contract for cause by providing written notice to the consultant, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the consultant may seek to bring the performance of services hereunder to a level that is acceptable to the City of

Newport, Kentucky, and the City of Newport, Kentucky may rescind the cancellation if such action is in City of Newport, Kentucky's best interest.

A. Termination for Cause

- (1) The City of Newport, Kentucky may terminate a contract because of the consultant's failure to perform its contractual duties.
- (2) If a consultant is determined to be in default, The City of Newport, Kentucky shall notify the consultant of the determination in writing, and may include a specified date by which the consultant shall cure the identified deficiencies. The City of Newport, Kentucky may proceed with termination if the consultant fails to cure the deficiencies within the specified time.
- (3) A default in performance by a consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) The filing of a bankruptcy petition by or against the consultant; or
 - (d) Actions that endanger the health, safety or welfare of The City of Newport, Kentucky or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the City of Newport, Kentucky may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the City of Newport, Kentucky provided those goods or services were provided in a manner acceptable to the City of Newport, Kentucky. Payment for those goods and services shall not be unreasonably withheld.

2.7 Assignment of Contract: The Consultant shall not assign or subcontract any portion of the Contract without the express written consent of the City of Newport, Kentucky. Any

purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City of Newport, Kentucky shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City of Newport, Kentucky.

2.8 No Waiver: No failure or delay by the City of Newport, Kentucky in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of the City of Newport, Kentucky hereunder or shall operate as a waiver thereof.

2.9 Authority to do Business: The consultant must be a duly organized and authorized to do business under the laws of Kentucky. Consultant must be in good standing and have full legal capacity to provide the services specified under this Contract. The Consultant must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Consultant to enter into this Contract. The consultant will provide the City of Newport, Kentucky with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the consultant is authorized to do business in the State of Kentucky if requested. All SOQs must be signed by a duly authorized officer, agent or employee of the consultant.

2.10 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Eastern District of Kentucky, Covington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

2.11 Ability to Meet Obligations: Consultant affirmatively states that there are no actions, suits or proceedings of any kind pending against consultant or, to the knowledge of the consultant, threatened against consultant before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on

the authority or ability of consultant to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The consultant shall reveal any final determination of a violation by the consultant or subconsultant with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the consultant or subconsultant. The consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the consultant or subconsultant for the duration of the contract.

STATEMENT OF QUALIFICATION SUBMITTED BY:

By signing below you are agreeing to all the City of Newport Kentucky's Terms & Conditions that are a part of this Request for Qualifications.

Include this page in your response to this RFQ

Firm: _____

By: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone _____

Fax: _____

Date: _____

The City of Newport,
Kentucky Revenue Commission Number: _____

Federal ID Number: _____

Consultant's DUNS Number: _____

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webformn/displayHoinePage.do>.

Consultant must be registered as a vendor in the federal Central Consultant Registration (CCR). The online registration is at www.ccr.gov. Is the consultant registered in CCR?
Yes ☐ No ☐

Non-collusion Statement: By my signature below, I, individually and as an agent for the consultant responding to this Statement of Qualifications, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

(Consultant Signature)

(Date)

Please include a copy of your W-9 with your submitted proposal.

You cannot be awarded a contract until this is submitted.

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____

Consultant Signature (all items above have been read and completed)

SECTION III.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the City of Newport, Kentucky, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subconsultants if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the City of Newport, Kentucky or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the City of Newport. The Consultant shall not allow any subconsultant to commence work until the insurance required of such subconsultant has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subconsultants, if subcontracting is authorized, to procure and maintain these

same policies. The City of Newport, Kentucky may require Consultant to supply proof of subconsultant's insurance via Certificates of Insurance, or at the City of Newport, Kentucky's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subconsultants) Comprehensive General Liability Policies:
 - 1. "The City of Newport, Kentucky, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:
 - 1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury
 - 2. AUTOMOBILE LIABILITY insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident, The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 - 3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342.EMPLOYERS' LIABILITY with a \$100,000 Limit of Liability for Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee
 - 4. PROFESSIONAL LIABILITY (Errors and Omissions Liability) insurance policy,

which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the City of Newport.

IV. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the City of Newport shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the City of Newport, Kentucky having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the City of Newport, before the expiration date,
- B. Certificates of Insurance as required above shall be furnished, as called for:
 - 1. No later than five (5) days after the successful submitting firm is notified of award by the Development Services Department to:
City of Newport, Kentucky
998 Monmouth Street
Newport, KY 41071
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.

- D. Approval of the insurance by the City of Newport, Kentucky shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the City of Newport, Kentucky does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV
REQUEST FOR QUALIFICATIONS
Carothers Road Profile Improvements

1. Introduction: This project involves the improvement of the streetscape of Carothers Road for nearly 1,000 linear feet. The project limits begin near the western most driveway of the Newport Shopping Center and extend to the intersection of Carothers Road and Monmouth Street

II. Summary of Services Requested and Timeline: A qualified firm (KYTC prequalified in the areas of Urban Roadway Design and Traffic Engineering Services) will be selected to provide design and engineering services including but not limited to the following (see attachment B for a more detailed scope of work and timeline):

- Perform all necessary agency coordination including but not limited to KYTC and FHWA
- Prepare all final design and engineering components including final construction plans and assist in preparation of bid documents consistent with all Federal and State requirements
- Consideration of bicycle facilities where appropriate

III. Submittal Requirements and Criteria: Interested firms are encouraged to submit their qualifications which shall include the following information:

- 1) Firm's contact information
- 2) Narrative explaining the firm's qualifications for the project
- 3) Summary of firm's recent experience in similar/representative projects
- 4) Name and experience of key personnel
- 5) Ability to meet required timelines
- 6) Ability to integrate this project into the firm's present workload
- 7) References: names and telephone numbers of previous clients with a description of the type of project completed, the time frame for the process, and the date completed

Respondents are responsible for all costs associated with the preparation of materials in response to this RFQ. The City of Newport, Kentucky assumes no responsibility for such costs. The City of Newport, Kentucky reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

Attachment A: Project Location Map

**Attachment B: Project Scope and Timeline
Carothers Road Profile Improvements**

Project Cost: \$1,200,000

Description: This project involves the improvement of the streetscape of Carothers Road for nearly 1,000 linear feet. The project limits begin near the western most driveway of the Newport Shopping Center and extend through to the intersection of Carothers and Monmouth Street.

Selection of design consultant will be performed utilizing Qualification Based Selection, Competitive bidding consistent with Federal guidelines will be utilized for contractor selection for construction services.

Project Schedule:

The following table identifies milestones and anticipated schedule.

Milestone/TMk	Start/Completion Date
Engineering Design	September 2016 To April 2017
Construction	April 2017 to September 2017

SECTION V

EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

The Statement of Qualifications will be reviewed and evaluated by a selection committee according to the firm/project team's relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include the following:

- A. Qualifications to perform the project, 20 %
- B. Ability and expertise of the firm's professional personnel, 15 %
- C. Familiarity with the project, 20 %
- D. Past record of performance, 15 %
- E. Current workload and projected project commitments of the firm, 10 %
- F. Familiarity with the LPA Interim Guide 20 %

5.1 SELECTION PROCESS Evaluation

Process

A committee of personnel from The City of Newport, Kentucky will be used to evaluate submittals and select an engineering consultant for this project. This selection committee shall complete the entire selection process within twenty (20) days.

The City of Newport, Kentucky will engage in individual discussions with all offerors deemed susceptible to award. At the conclusion of such discussions, the offerors will be ranked in order of preference on the basis of the evaluation factors published in this SOQ and on all information obtained during the selection process. The final selection will be made based upon qualifications. Once the selection is made, based upon a ranking process, and all applicants notified of the selection, negotiations may begin to define the scope of work and associated costs that will lead to a contract.

The City of Newport, Kentucky shall thereafter attempt to finalize a contract with the offeror ranked first. If a contract, final scope and schedule satisfactory and advantageous to The City of Newport, Kentucky can be negotiated for a price considered fair and reasonable, the award shall be made to such offeror; otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until a contract can be negotiated for a fair and reasonable price. Should The City of Newport, Kentucky determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. **Evaluation Committee**

Greg Tulley AICP, Development Services Director
Doug Roell, Community Services Director
Brian Steffen, Code Director
Dan Braun, City Attorney

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

The City of Newport, Kentucky, is requesting proposals from professional engineering firms for the purpose of providing professional engineering services for the design of roadway improvements on Carothers Road for a project titled, Carothers Road Profile Improvements.

The project is being funded by a Transportation Enhancement Reimbursement Program through the Transportation Equity Act for the 21st Century (TEA-21) and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), in cooperation with the Kentucky Transportation Cabinet. Attention is particularly called to compliance with the requirements of Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990 (ADA); and , the Disadvantaged Business Enterprise (DBE) program, as described in 23 CFR 635 Subpart A and Section 1101(b) of SAFETEA-LU.

Engineering services/activities will include at a minimum, but not be limited to, the following phases: Preliminary/final design; Advertising/Bid; Construction administration, oversight, and inspection.

Information about the project and a complete Request For Qualifications package can be obtained by contacting Mr. Greg Tulley, at 998 Monmouth Street, Newport, KY 41071. 3 (three) individual copies of the proposal should be submitted to the attention of Mr. Greg Tulley, AICP at the aforementioned address and clearly marked on the outside **"Request for Proposal — Carothers Road Profile Improvements, Newport, KY"**, no later than 4:00pm local time, Friday, August 26, 2016. Proposals in excess of 15 single-sided pages in length will not be considered. Proposal submission via fax or email will not be considered valid. Respondents will be notified of the result of the selection process.

Inquiries regarding this Request for Proposal should be directed to:

Mr. Greg Tulley, AICP/Development Services Director
998 Monmouth Street
Newport, KY 41071
859-292-3637 (office)
859-292-3669 (fax)